

AMENDED  
SCHEDULE "A"  
TO  
BY-LAWS  
RULES AND REGULATIONS  
FOR  
BROADWAY PROMENADE CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Broadway Promenade, a Condominium (the "Declaration"). They are applicable to all occupants of Units as well as to Unit Owners, however these rules shall not apply to the Units in the Commercial Condominium:

1. Antennae. No exterior antennae or satellite dishes shall be permitted on the Condominium Property except as permitted by law, including Section 207 of the Telecommunications Act of 1996. All installations of antenna or satellite dishes must be submitted for approval as to the location of the placement of the dish or antenna. Such approval will not be unreasonably withheld. Unit Owners seeking to install a satellite dish or antennae must provide a statement to the Architectural Review Committee from a licensed cable or antennae installation company indicating the appropriate and least obtrusive location for installation.

2. Architectural Modification. The Unit Owner shall submit a detailed construction plan (two copies) of the proposed improvements by means of the modifications, alterations and additions form to the Association. No exterior architectural modifications shall be allowed. The construction plan shall include the following:

- a) Plans and Specifications for all work to be performed.
- b) Anticipated commencement date.
- c) Anticipated completion date.
- d) Anticipated delivery schedule.
- e) If necessary, engineering report confirming review of structural load capacity.
- f) List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
- g) Proof of licenses and Certificates of Insurance for each contractor and subcontractor working on the project.
- h) Building permit application as required by local governing authorities.
- i) Application form provided by the Association.

Upon review of the information submitted to the Association's Architectural Review Committee, the Owners will be notified in writing within 30 working days if the required has been approved or denied. Completed flooring installation requests may be submitted separately from other improvements and will be expedited.

3. Association Employees. Employees of the Association are not to be engaged by Unit Owners during employees' work hours for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through an employed manager or through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.

4. Balconies, Terraces and Patios. Enclosures by screening, glass or otherwise of balconies, terraces, roof top terraces or patios is prohibited. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces, patios or similar areas. No objects shall be hung from balconies, terraces. No cloth, clothing, laundry, rugs, mops or any other article(s), shall be hung upon, or shaken from doors, windows, balconies, terraces, or exterior walls. No Barbecue Grills, Hibachis or any other cooking device shall be placed on balconies, terraces, patios or similar areas.

## 5. Parking Space Usage.

- a) Vehicles with an overall width exceeding 81” and/or an overall length exceeding 16’ 6” are not permitted.
- b) Commercial vehicles, campers, trailers (except trailers used for the transport and storage of permitted motorcycles, mopeds, motorbikes, and personal watercraft) mobile homes, motor homes, boats or recreational vehicles are not permitted.
- c) Motorcycles, mopeds, motorbikes, kayaks, personal watercraft, must fit within the owner’s parking spaces, and not exceed the boundaries specified for vehicles (81” wide, 16’ 6” length). Trailers permitted under this section must not exceed the boundaries specified for vehicles (81” wide, 16’6 length)
- d) Unlicensed, unregistered and/or abandoned vehicles are not permitted.
- e) Commercial vehicles operated by day vendors, construction personnel, or repairmen must park outside the building.
- f) No household items (including but not limited to beach equipment, coolers, tires, storage containers, boxes, etc.) may be stored in any parking space.

6. Children. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children.

7. Cleanliness. Unit Owners shall not allow anything to be thrown, or to fall, from doors, balconies or terraces. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the doors, balconies or terraces. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the corridors or on staircase landings.

8. Compliance by Unit Owners. Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.

## 9. Fitness/Exercise Room Rules:

- a) Age: No one under 18 years of age unless accompanied by an adult. No one under 12 years of age is permitted to use any fitness equipment.
- b) Food & Beverage: Only water is permitted in the fitness room. No food, gum, or glass containers are permitted.
- c) Smoking: Smoking is prohibited in the fitness room and on the balcony.
- d) Cell phones: No cell phone calls are permitted in the fitness room.
- e) Equipment use:
  - There is a 30 minute time limit on cardio machines if someone is waiting to use the machine.
  - After use, turn off and wipe down equipment. Do not spray directly on electrical components; spray disinfectant on paper towel and wipe equipment. Return portable equipment (e.g., weights) to its storage location.
  - Attire: Only rubber soled sneaker-type shoes are to be worn when using fitness equipment. No bare feet, flip flops or bathing suits are permitted in the fitness room.
- f) TVs & Radio: Be considerate of others when using these devices. When leaving, turn them off and return the remote controls to the cabinet upon leaving.
- g) Thermostat: Only maintenance personnel are to adjust the thermostat.
- h) Guests: Residents are responsible for their guests. Ensure that they are familiar with the rules.
- i) Complaints/Suggestions: Notify management of any unsafe condition. Disorderly conduct should be immediately reported to the concierge at the front desk. Suggestions for the fitness center are welcomed and should be submitted in writing to the management.

10. Destruction of Property. Neither Unit Owners, their family, guests, invitees, nor employees shall mark, mar, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.

11. Door Locks. Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit Owner of each Unit under the control of the Association shall deposit a key to such Unit with the Association. If a key is not provided by a Unit Owner, the Association shall have the right to breach the lock in the event of any such emergency.

- If a Unit Owner wants additional locks as additional security, said Unit Owner must first request the approval of the Association for same. In the event the Association's approval is obtained, then the Unit Owner shall deposit with the Association a duplicate key for each such additional lock for use in emergencies.

12. Elevators. Elevators shall not be held or delayed by a Unit Owner.

13. Exterior Appearance. To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no awnings, canopy, screens, air conditioning unit, glass enclosures, or other items or projections of any type shall be attached to, hung, displayed or placed upon the outside walls, hallway walls, doors, windows or to the balcony, patio, terrace, roof or other portions of the Building or on the Common Elements, other than items originally installed by the Developer. This includes but is not limited to, any portable or hanging screen, umbrella, or outdoor television, to the extent permitted by law. No exterior lighting shall be permitted on any balcony, patio or terrace without the prior written approval of the Association; however, holiday lights are permitted for a period of not more than 30 days during the months of November and December. All exterior lights must be turned off between the hours of 11:00pm and 7:00am. Balconies, patios, and terraces shall not be used for the storage of any items, including but not limited to, bicycles, barbecue grills as provided by State law or exercise equipment.

14. Facilities. The facilities of the Condominium governed by the Association are for the exclusive use of Association members and their immediate families, tenants, resident house guests and guests. All guests visiting for less than 24 hours must be accompanied to any of the Condominium facilities by a Unit Owner or tenant.

15. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests invitees, lessees or employees, in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- a) Notice: The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration of Condominium, Association By-laws or Association Rules which have been allegedly violated; a statement of the matters asserted by the Association; and a statement of the date and time and place of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel, shall have an opportunity to respond, to present evidence to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
- b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners ("Unit Owner Committee") appointed by the Board of Directors for such purpose, after which the Unit Owner Committee shall hear reasons why a fine should not be imposed. A written decision of the Unit Owner Committee shall

be submitted to the Owner or occupant by not later than fourteen (14) days after the Unit Owner Committee's meeting.

- c) Amount: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by law.
- d) Committee Approval: If the Unit Owner Committee does not agree with the fine, the fine may not be levied.
- e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- g) Infractions: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.
- h) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

16. Flammables. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices or other devices which emit smoke or dust shall be allowed on any balcony or terrace.

17. Guests.

- a) All guests, including minors, must register with the front desk. Failure to register with the front desk could result in the assessment of fines and further legal action.
- b) Guests and visitors must park in the Guest Parking area, subject to Visitor Parking rules.
- c) Guest parking may be used a maximum of seven consecutive days and may be used by guests only. Guests must register their vehicles at the front desk in order to obtain a visitor's hangtag. Vehicles found to be in violation will be towed at vehicle owner's expense.
- d) Owners and renters may not park in Guest parking overnight or during the day for more than 2 hours.

18. Hardship Relief. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request therefrom and for good cause shown in the sole opinion of the Board.

19. Hurricane Preparation. Each Unit Owner who plans to be absent from their Unit during the hurricane season must prepare their Unit prior to departure by:

- a) Removing all items from the balcony.
- b) Designating a responsible firm or individual to care for the Unit during their absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the manager with the name of such firm or individual.

20. Club Room, Lobby, Fitness Center Attire. All persons must wear shirts and shoes in the common areas and proper exercise attire in the fitness center area. No wet persons shall be allowed in the common areas except restrooms off the pool area.

22. Moving/Deliveries. Moving shall only be allowed Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. unless approved by the Board of Directors. All move-ins must be scheduled prior to the date of move-in with Property management. Deliveries shall only be allowed Monday through Saturday from 9:00 a.m. to 7 p.m.

23. Noise.

- a) Any Unit Owner; installing any flooring materials (including but not necessarily limited to ceramic tile, marble, wood, etc.) in areas of the Unit or limited common elements appurtenant thereto, other than baths as allowed for in the original construction, is required to notify the Association and to insure that a Sound Control Underlayment System is used which system must comply with the rules of the Association. Carpet (or some other sound absorbent less dense floor covering) may also be installed in any portion of the Unit without flooring materials.
- b) All hard surfaced flooring must be installed over sound control material rated at a MINIMUM of 52 IIC — and 52 STC. A material specification sheet and laboratory sound test results must accompany all requests for installation. Sound control materials must meet the required testing levels as applicable to the building 8" post tension concrete slab system acoustical ceiling system. It is recommended to use Proflex MSC 90, or similar 90 mil composite underlayment consisting of a rubberized membrane laminated to a high strength reinforcing fabric. **Cork is no longer acceptable due to mold problems.**
- c) During the installation of flooring, it is imperative that contractors do not undercut doors to the Unit beyond the recommended door limits. Any weather stripping removed at the time of cutting MUST be replaced. The Unit Owner shall be responsible for replacing any doors that do not meet local governmental requirements after the installation of flooring.
- d) No Unit Owner shall make disturbing noises in the Building or allow sounds to emanate from his Unit, or permit his family, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. All other unnecessary noises such as the playing of pianos and other musical instruments, and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.
- e) No radio or television installation or other electric equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

24. Nuisance. A Unit Owner shall not permit anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Common Elements, or any portion of Condominium Property or obstruct or interfere with the rights of other Unit Owners or the Association. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Unit or the Common Elements.

25. Obstructions. The entranceways, passages, vestibules, elevators, lobbies, halls and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other objects shall be stored in these areas and rugs or mats must not be placed outside of doors in corridors.

26. Odors. No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

27. Pets. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except in accordance with the provisions of the Declaration and the following:

- a) Each Unit (regardless of the number of Owners), may maintain household pets as described below: Household pets will be limited to two (2) domestic dogs with a combined weight under 100 lbs or one (1) domestic dog 100 pounds or less, or (2) domestic cats, or two (2) caged birds, or one (1) fish tank not to exceed fifty-five (55) gallons, provided said pets are not kept, bred, or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. No dangerous breed dogs, including but not limited to pit bulls and rottweilers shall be maintained on the Condominium Property.
- b) No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long, provided posted rules are observed. Pets may not be kept in a Limited Common Element. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units).
- c) No one other than the Owner of a Unit is permitted to keep any approved pets on the Condominium Property.
- d) Unit Owners must immediately collect and clean-up any feces from pets upon the Condominium Property.
- e) Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as may be provided in these applicable rules and regulations or the Declaration) and/or to require any pet to be permanently removed from the Condominium Property.
- f) The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal.
- g) Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

28. Plumbing. Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage.

29. Responsibility for Deliveries. Unit Owners shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the building. The Association shall have the right to charge any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the Condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within ten (10) days after the completion of construction of the interior of the Unit or after delivery or removal of any furnishings and/or bulk trash.

30. Roof. Unit Owners, their families, guests and tenants (except for those with roof easement rights, if any), are not permitted on the roof for any purpose. This rule shall not apply to access by Commercial Unit Owners.

31. Rules and Regulations Enforcement. These Rules and Regulations will be enforced as follows:

- a) Violations should be reported to the manager of the Association, in writing, and not to the Board of Directors or to officers of the Association.
- b) Violations will be called to the attention of the violating Unit Owner by the manager. The manager will also notify the appropriate committee of the Board of Directors.
- c) Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.
- d) Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.

32. Signs. No signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or on upon any part of the Common Elements, (other than a notice to be placed on the bulletin board after approved by the Manager or the Board) or any part of a Unit so as to be visible outside the Unit.

33. Solicitation. There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

34. Storage. Each Unit Owner's personal property must be stored within the Unit or within the storage locker assigned to the Unit.

35. Telephones. All residents must advise the Association of their telephone number.

36. Trash. All trash, garbage and refuse from the Units shall be deposited with care in garbage containers or trash chutes intended for that purpose only at such times and in such manner as the Association will direct. Unit Owners must utilize the appropriate recycling systems provided by the Association, in accordance with the laws and ordinances of the City of Sarasota and/or the County of Sarasota. A mandatory trash hauling fee must be deposited, in an amount to be determined by the Board, in its sole and absolute discretion prior to any construction or remodeling of a Unit. Such Unit's trash hauling fee shall be used by the Association to defer any and all costs which may be incurred or associated with such construction or remodeling. Garbage and other refuse shall be placed in sealed garbage bags only in designated trash chute areas if they fit down the trash chute, otherwise, oversized trash bags must be deposited in the garbage containers. To avoid violation of noise regulations, use of garbage chutes is prohibited between the hours of 11:00 p.m. and 6:00 a.m.

37. Use and Occupancy. All Units, except for the Commercial Units, shall be used for residential purposes. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in a Unit including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed fifteen (15) consecutive days.

38. Window and Door Coverings.

- a) Curtains, drapes and other window or door coverings (including their linings) which face an exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Board of Directors.
- b) No aluminum foil may be placed in any window or glass door of a Unit, and no effective substance may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes.

39. Miscellaneous.

- a) No garage sales or yard sales shall be allowed.
- b) Hose bib keys will be available to Unit Owners and tenants upon request only and must be returned on the same day.
- c) Bulk disposal items (furniture, appliances etc.) must be stored in areas designated by the Association until picked up. The costs of bulk pickup will be reimbursed by Unit Owner or tenants to the Association.
- d) Smoking in the parking garage, courtyards, and in the pool area is prohibited.
- e) Any Unit Owner, who is renting the Unit, shall provide in the Unit lease that lessee is bound by all Rules and Regulations contained herein.

40. Resale or Re-Leasing Units.

- a) No signage for sale by owner or a realtor will be permitted in or on a Unit, nor on Limited Common Elements or Common Areas, nor in the right-of-way adjacent to the Condominium Property or Common Areas.
- b) Owner may register the Unit for sale or lease with the Association which will maintain a list of all Units for sale or lease within the Condominium and the name of a contact person.
- c) No access to the Condominium Property will be given to potential buyers or tenants unless Owner, lessors and agents for same have made separate arrangements with the Association for access. This includes open houses.
- d) Potential buyers or tenants must be escorted personally by the Owner, Lessor or their agents when showing the Unit or Common Areas.

41. Association Approval of Lease and Tenants.

- a) The Association must approve all applications and leases.
- b) A \$750.00 refundable common area security deposit must be submitted with each lease.
- c) For all leases, the Owner of the Unit to be leased must provide an application form, approved by the Association, with an agreement from the potential tenant granting permission of the Association to check the potential tenant's criminal record. The potential tenant shall also provide to the Association a non-refundable application review fee of \$75.00.
- d) The Association shall have seven (7) business days to run a criminal records check and issue approval of the lessee. The Association shall comply with all applicable Fair Housing laws and doctrines and approval of any lessee shall not be unreasonably withheld.
- e) A Unit Owner shall be prohibited from leasing his unit for more than one (1) separate term within one (1) year period, which term shall be for a minimum of ninety (90) days.
- f) Any Unit Owner who is renting shall provide in the lease that Lessee must carry Renters Insurance with general liability insurance coverage in excess of \$100,000.00 and contents coverage. Lessees must provide proof of such insurance to the Association or the lease will not be approved.

42. Pool and Spa Rules.

- a) No food, drink, glass, or animals are allowed in the pool or on the pool deck.
- b) Children under twelve (12) must have adult supervision.
- c) There should be no jumping, running, or horseplay within the pool area.
- d) Children that are not toilet trained must wear waterproof protective garments.
- e) Anyone using the spa must shower prior to entering the spa.
- f) Maximum use of the spa is 15 minutes.
- g) Pool and spa hours are from Dawn to 10:00 p.m.
- h) No smoking in the pool or pool area.